

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

Valuation of Security

Assumption of Executory Contract or Unexpired Lease

Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT  
District of New Jersey**

In Re: **Nelson I Antonio**

Case No.: **19-10706**

Judge: \_\_\_\_\_

Debtor(s)

**CHAPTER 13 PLAN AND MOTIONS**

Original  
 Motions Included

Modified/Notice Required  
 Modified/No Notice Required

Date: **1/25/19**

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE.

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

DOES  DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

DOES  DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

DOES  DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney BJS Initial Debtor: NIA Initial Co-Debtor \_\_\_\_\_

### Part 1: Payment and Length of Plan

a. The debtor shall pay 950.00 Monthly to the Chapter 13 Trustee, starting on February 1, 2019 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future Earnings  
 Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d.  The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e.  Other information that may be important relating to the payment and length of plan:

### Part 2: Adequate Protection

**NONE**

a. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_ (creditor).

### Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
<b>Brad J. Sadek, Esquire</b>	<b>Attorney Fees</b>	<b>2,940.00</b>

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:

None

The allowed priority claims listed below are based on a domestic support obligation that has been

the microparticles are separated. These microparticles are used as fillers in polymers, in the separation of materials and in diagnostic tests. There is no reference to pigment use or applications for paper. Amylose-enriched starch or linear poly(1,4-alpha-D-glucan) is used in the preparation. Among others, glycogen and amylopectin are blended into

5 straight-chain polyglucan. In one known solution, the water insolubility of amylose/amylose-rich starch is utilized and, consequently, it was restricted to the use of straight-chain starch. The solvent used, dimethylsulphoxide, is a toxic chemical and being a material which boils at a high temperature, it is difficult to remove from the product, which limits the usability of the product.

10

FI Patent Specification No. 98943 presents a method of improving the properties of paper or cardboard, and in particular it relates to a method in which the surface of paper or cardboard is treated with a compound which comprises a binding agent and a pigment component. Part of the pigment is formed of an aqueous phase-polymerization

15 product of polymerized monomers and modified starch. In this method, vinyl monomers are polymerized in the presence of starch. In the reaction, monomeric compounds are grafted into the starch and the product is used to partly replace mineral pigments in the coating paste.

20 The grafting process is complicated and the pigment obtained is a mixture of natural substance and synthetic polymer. This limits the recycling and the biodegradation of the pigment.

25 The purpose of the present invention is to eliminate the disadvantages associated with the known technology and to generate a completely new pigment or filler product, one which is based on starch.

30 The present invention is based on the idea that the required light scattering ability of pigment and, correspondingly, of filler can, in starch-based initial materials, be generated using a solution which is completely different from the known technology in which solid and rigid pigment particles are produced. According to this solution, the

initial material is treated in order to build a stiff foam, which comprises pores (micro capsules) of a suitable size. A stable foam such as this can be generated for example by dispersing air into aqueous solutions of starch derivatives, or by the foaming of starch derivatives in supercritical gas.

5

The foaming of polymer materials is well known *per se*. Air or some other gas can be used in the foaming. In patent literature, methods of foaming polymers using supercritical carbon dioxide are known, too.

10 Thus, US Patent Specification No. 5,158,986 presents a way of preparing closed-cell, microporous material from thermoplastic polymers by treating them with pressurized carbon dioxide in supercritical condition, and letting the pressure drop rapidly after that. In the method described, PVC, polyethylene-terephthalate or polyethylene can be used as the foamed raw material. In the method described, the foaming time varies from 20  
15 seconds to 2 minutes, and the average pore sizes are in the range of 0.1-2.0 micrometres.

Published EP Patent Application No. 376064 describes the foaming of polymers using carbon dioxide, at elevated pressure and temperature. The method is suitable for plastics.

20 Published International Patent Application No. WO 91/09079 also describes the preparation of porous materials from synthetic, biodegradable polymers by treating them with supercritical carbon dioxide, and subsequently letting the pressure of the carbon dioxide drop rapidly. With this method it is possible to prepare foams from polyactides, polyglycolids and copolymers of them. The pressure reduction time described in the  
25 patent application is 10 seconds.

According to JP Patent Application 2003261707, foamed LDPE insulant, for example for insulating electrically conductive materials, can be prepared from thermoplastic polymer powders or polymer particles using supercritical carbon dioxide treatment (80  
30 bar, 40 °C, and 30 minutes) and then extruding it.

**NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.**

**a. Motion to Avoid Liens under 11 U.S.C. Section 522(f).  **NONE****

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.**

**NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.  **NONE****

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- Upon Confirmation
- Upon Discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims

6) General Unsecured Claims

**d. Post-Petition Claims**

The Standing Trustee  is,  is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification  NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: \_\_\_\_\_.

Explain below <b>why</b> the plan is being modified:	Explain below <b>how</b> the plan is being modified:
The 2013 Toyota Four Runner shall be paid through the instant plan	Toyota Four Runner included in part 4(d).

Are Schedules I and J being filed simultaneously with this Modified Plan?  Yes  No

**Part 10 : Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: January 25, 2019

/s/ Nelson I Antonio

Nelson I Antonio

Debtor

Date: \_\_\_\_\_

Joint Debtor

Date January 25, 2019

/s/ Brad J. Sadek, Esquire

Brad J. Sadek, Esquire

Attorney for the Debtor(s)